

**FILED**

**JUL 12 2021**

SUSAN Y. SOONG  
CLERK, U.S. DISTRICT COURT  
NORTH DISTRICT OF CALIFORNIA

1 James E Seitz  
2 33459 Caliban Drive  
3 Fremont CA 94555

4 *Pro Se Plaintiff*

5  
6  
7  
8 **IN THE UNITED STATES DISTRICT COURT**  
9 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**

**AGT**

**CV 21 - 5346**

12 JAMES E SEITZ

14 Plaintiff,

15 vs.

17 INTERNATIONAL BROTHERHOOD OF  
18 TEAMSTERS,  
19 TEAMSTERS LOCAL 986,  
20 CHRIS GRISWOLD IBT LOCAL 986  
21 PRINCIPAL OFFICER

22 UNITED AIRLINES,  
23 UNITED AIRLINES  
24 TECHNICAL OPERATIONS SFO

25 Defendants.

Case No.:

COMPLAINT

DEMAND FOR JURY TRIAL

YES

PARTIES

PLAINTIFF

James E Seitz  
33459 Caliban Drive Fremont CA 94555  
650-787-1110  
Email - jimseitz8@gmail.com

DEFENDANTS

International Brotherhood of Teamsters  
25 Louisiana Avenue NW  
Washington D.C. 20001

Teamsters Local 986  
1430 East Holt Avenue  
Covina CA 91724

Chris Griswold Principal Officer Teamsters Local 986  
1430 East Holt Avenue  
Covina CA 91724

United Airlines  
233 South Wacker Drive  
Chicago IL 60606

United Airlines Technical Operations SFO  
800 South Airport Blvd  
San Francisco CA 94128

1 JURISDICTION

2 My case belongs in federal court, under federal question jurisdiction because it  
3 involves a federal law or right. The Railway Labor Act and a collective bargaining agreement  
4 negotiated for airline employees under the Railway Labor Act.

5  
6 VENUE

7 Venue is appropriate in the Court because a substantial part of the events I am  
8 suing about happened in this district. A substantial part of the property I am suing about is  
9 located in this district. At least one defendant is located in this District and any other defendants  
10 are located in California.

11  
12 INTRADISTRICT ASSIGNMENT

13 Because this lawsuit arose in San Mateo County, it should be assigned to the San  
14 Francisco or Oakland Division of this court.  
15

16 STATEMENT OF FACTS

17 On December 6, 2016, United Technicians Class and Craft narrowly ratified a  
18 new collective bargaining agreement, that included an "Industry Reset" calculation. This  
19 Industry Reset was described to United Technicians as a formula that would ensure the sum  
20 value of United Technicians contract would remain 2% more than the average for the Wages and  
21 Benefits of American Airlines and Delta Airlines Technicians Class and Craft.  
This 2% calculation would be the basis for any future raises of United Technicians.

22 The calculation is found in LOA #29 Industry Reset and is listed as Exhibit A.  
23 When this LOA was presented to the United Technicians in the fall of 2016 Dan Akins the  
24 creator of the calculation and the Teamsters stated that the United contract was 5.8% above the  
25 average of the Delta and American contracts. Additionally, he stated that the Non-Pay elements  
of the proposed new contract were \$1.02 above the American/Delta Average.

26 In a video put out by the Teamsters to sell the Tentative Agreement Dan Akins  
27 stated at the 20:20 minute point in a video that the "contract value" of the United Technicians  
28 contract would be 2% above that of American or Delta, and if it not we would get an adjustment

1 to our rates. Dan Akins also stated in the video that the model is set and would not change,  
2 additionally he stated the inputs were fairly clear and publicly available. (Exhibit #1)

3 The 6 components are listed below with their 2016 hourly value.

- 4 1. Pay - All in Wages \$47.31 including \$1.20 VEBA = \$48.51 (\*Weighted avg \$48.43)
- 5 2. Time off \$1.56 – Annual Vacation, sick time and Holiday hours
- 6 3. Medical .11 cents
- 7 4. Retirement Contributions .47 cents
- 8 5. Profit Sharing – minus \$1.01
- 9 6. Scope – minus .12 cents
- 10
- 11

12 The 2020 Industry Reset

13  
14 November 2020 the Teamsters announced a 7.06% pay increase for United  
15 Technician's for the 2020 Industry Reset calculation. This pay increase was due in part to the  
16 American Airlines Technicians CBA ratified in March of 2020 and the wage increases and profit  
sharing gained by Delta Technicians.

17 In 2016 every United Technician made a \$1.70 or 6% less on every step of the  
18 wage rate scale at American Airlines. After the 2020 Industry Reset, United Technicians fell  
19 further behind their peers at American the range in pay differentials grew anywhere from \$4 to  
20 \$15 dollars per hour or 10% to 35%. between United Technicians and American Technicians.

21 The disparity in Wages between United to American Airlines grew from an  
22 average of 6% in 2016 to 22% in 2020. In the fifth year of the Technician Wage Scale the  
23 disparity between a United Technicians Base Wage to American Airlines was \$14.98 per hour.  
In 2021 that margin is now a staggering \$15.94 per hour.

24 United Technicians requested the “publicly available” calculation information  
25 outlined in LOA #29 of their contract for the new pay raise. How could United Technicians have  
26 fallen even further behind? After a quick review of the Wage Scales at American Airlines,  
27 United Technicians noticed that the even with the Teamsters Industry Reset 7.06% pay increase  
28 their pay had gone from \$1.70 behind American Airlines in 2016 to \$4.00 to \$15.00 dollars an  
hour behind their peers at American Airlines.

1           The Company response came on December 15<sup>th</sup>, 2020, by Thomas Reardon  
2     Managing Director, Labor Relations the information related to the Industry Reset Calculation is  
3     company confidential and proprietary. No information on the 2020 Industry Reset would be  
4     provided to the membership to determine their pay was 2% above the Delta and American  
5     average.

6           The Union response came on December 16<sup>th</sup>, 2020, by Teamsters Airline Division  
7     Rep Vincent Graziano the information related to the Industry Reset Calculation is company  
8     confidential and proprietary. No one in the Teamsters Union, Officers or Representatives has  
9     seen or reviewed the calculation that resulted in only a 7.06% raise for United Technician's. The  
10    only people who had knowledge of the 2020 Industry Reset calculation were Cheiron pension  
11    actuary Peter Hardcastle and Dan Akins, the creator of the Industry Reset. The formula is in the  
12    hands of the company and will remain there. Teamsters Rep Vinnie Graziano stated that the  
13    calculation would not be provided to the United Technician membership.

14           These actions by the union were in complete contradiction to the statements made  
15    by Dan Akins on video in 2016 where he described this information as "publicly available  
16    information" and also statements made by Vinnie Graziano in 2018, additionally the Teamsters  
17    Business Agents in SFO Javier Lectora and Mark DesAngles.

18           United Technicians Industry Reset contract language states that their wages will  
19    be increased to a rate where the value of the United Technicians contract would be 2% above the  
20    average of their peers at Delta and American Airlines. Without reviewing the calculation Exhibit  
21    A in , there is no possible way for United Technicians to determine that their hourly wage rate is  
22    the correct amount to ensure value is 2% above the average.

23           The Collective Bargaining Agreement is a contract between the Employees and  
24    United Airlines not the Teamsters Union. The Teamsters union is a hired agent paid by the  
25    membership at United Airlines and are a third party to the contract as their representative. When  
26    the Teamsters are decertified as the representatives for the United Technicians and Related, the  
27    contract will remain unchanged and will always belong to the United Technicians and Related.  
28    United Technicians and Related should always have access to LOA #29 Exhibit A. (Exhibit #2)

29           The employees at United Airlines paid for the negotiations and are the party  
30    covered by the negotiated agreement. Every technician and member of the United Class and  
31    Craft at United is a party to and entitled to the information covered in Exhibit A. No employee  
32    at United Airlines can reasonably determine by looking at their hourly pay rate, if their pay is 2%  
33    above the Delta and American average as outlined in the contract and Exhibit A.

1 November 11, 2020, In the Teamsters Dispatch appointed Airline Division Rep  
2 Vinnie Graziano stated *"I can report today that the model worked as designed and each of you*  
3 *will be getting a 7.06% increase above the 1% Basic Hourly Rate in Appendix A of Article 15.*  
4 *The additional increase at the top of the scale Technician Rate is approximately \$2.94/hour. I*  
5 *would like to thank our economists Dan Akins and Peter Hardcastle for their work ensuring that*  
6 *the formula was applied correctly".* No numbers were presented from the Delta American  
7 average hourly wage as done in the past, the value of Non-Pay Elements was not presented as  
8 done in the past, no information was presented to validate or establish that 7.06% put United  
9 Technicians 2% above the Delta and American Average.

10 On December 14, 2020, I filed my first LOA #29 grievance (2020-986-SFO-UA-  
11 142). Based on publicly available information Delta Airlines Technicians Pay and Profit Sharing  
12 for 2020 was equivalent to \$60.80 cents an hour. American Airlines Technicians Pay and Profit  
13 Sharing for 2020 was equivalent to \$56.80.

14 Based on this publicly available information the Delta American average plus 2%  
15 is over \$59.97. United Technicians Top Scale base payrate was set at \$52.14, which was \$7.83  
16 below the hourly average of the Delta and American Average plus 2%.

17 Many United Technicians requested the calculation that resulted in a wage that  
18 kept them below the wages at American with pay gaps between the pay scales ranging from \$4  
19 dollars to \$15 dollars an hour based on the relative position of a technician in the 8 years pay  
20 progression. When the Industry Reset model was first used in 2016 the pay gap between United  
21 and American technicians in all steps in the 8-year wage progression were a uniform \$1.70 per  
22 hour and the value of the contract was quoted by the Teamsters Union officers as 5.8% above the  
23 average of Delta and American.

24 2016 \$1.70 below AMR at 5.8% turns into \$14.98 below AMR at 2% in 2020

25 In 2020 the Union and the Company came out with a new wage schedule based  
26 on a calculation that they both agreed was 2% above the Delta and American average. The  
27 disparity between United and American pay scales had increased with a range of \$4 dollars to  
28 \$15 dollars an hour with no explanation. In 2016 when the Union stated the value of the contract  
was even higher at 5.8% above the average of Delta and American the wage gap between United  
and American was only \$1.70. It did not make any logical sense, to the United Technicians who  
surrendered their 15% Profit Sharing for this "Industry Reset" calculation. Many United  
Technicians questioned the 2020 Industry Reset calculation.

1 December 15, 2020 United responded to a technician's request for the 2020 Industry Reset  
2 Calculation. Thomas Reardon Managing Director, Labor Relations wrote

3 Thanks for your inquiry. LOA 29 provides, among other things, that economic experts from the Company  
4 and the Union must agree on a costing model to calculate the industry reset. The parties agreed on the  
5 model within the parameters set out in the LOA and utilized the model for the 2018 and the 2020 industry  
6 reset calculations. Much of the data that the model utilizes, like the AA CBA, is publicly available. Some  
7 of the information is Company confidential and proprietary and cannot be shared publicly. Additionally,  
8 the model itself and its operation is kept secure because its disclosure could put UA at a competitive  
9 disadvantage if our competitors were to have access to it. For these reasons, the parties have agreed to  
10 maintain the confidentiality of the model. As a result, unfortunately, I'm afraid we can't fulfill your  
11 request.

11 Thanks Tom

12 Thomas Reardon Managing Director, Labor Relations (Exhibit #3)

13  
14 The Teamsters official Union response came the following day, and it was almost identical.

15 December 16<sup>th</sup>, 2020, email by Teamsters Airline Division Rep Vincent Graziano

16  
17 I forwarded your request for the "actual data used in calculating our final result of our Industry Reset per  
18 LOA 29" to the economist who worked on calculating the reset to learn what data we could share. He  
19 informed me that he is not in possession of the data you have requested. Although some of the data  
20 supporting the reset is publicly available, like the American Airlines Mechanics' collective bargaining  
21 agreement, other components of the data are proprietary or confidential information that would give a  
22 competitive advantage to United Airlines' competitors if they were to have access to it. As such, the  
23 IBT's economic consultants who worked on the Reset calculations had to agree not to disclose that data,  
24 even to Teamsters officers and employees, and also had to agree to leave all of the data in United  
25 Airlines' exclusive possession. None of it was shared directly with the International Brotherhood of  
26 Teamsters, none of it is in the IBT's or its consultants' possession, and we therefore cannot share it with  
27 you.

24 Wishing you and your family Happy Holidays!

25 Thanks,  
26 Vinny Graziano (Exhibit #4)



1 No one in the Teamsters Union, Officers or Representatives has seen or reviewed  
2 the calculation that resulted in only a 7.06% raise for United Technician's?

3 The only people who had knowledge of the 2020 Industry Reset calculation were  
4 Cheiron's pension actuary Peter Hardcastle and Dan Akins, the creator of the Industry Reset. The  
5 formula is in the hands of the company and will remain there. Teamsters Rep Vinnie Graziano  
6 stated that the calculation would not be provided to the United Technician membership.

7 On January 6, 2021, I filed my second grievance on the Industry Reset (2021-986-  
8 SFO-UA-2) the Company and the Union were both withholding information from United  
9 Technicians that related to the wage increases outlined in their contract. Without this information  
10 there is no way for employees represented by the Teamsters at United Airlines to determine the  
11 accuracy of their hourly wage.

12 The Teamsters Union stated on many different occasions both written and  
13 verbally in videos to the membership at United Airlines, that the calculation for the Industry  
14 Reset was based on "publicly available information". Today both the Union and the Company  
15 refuse to provide the calculation that they have claimed set the hourly wage for United  
16 Technicians 2% above the Delta and American average.

17 On January 13, 2021, the Company answered the first step grievances and denied  
18 the grievance, that same day only hours later the Teamsters grievance committee closed out the  
19 grievance stating that it lacked sufficient merit. (Exhibit #5 UA-2 Closeout ltr)

20 I appealed the decision by the Company and the Union who both described my  
21 grievance as meritless on the same day within hours of each other.

22 Lacks sufficient merit is a statement, the union made that is not based on any  
23 research or fact-finding investigation. It is a statement only. The grievance committee made no  
24 effort to investigate before stating the grievance is meritless without providing any reason or  
25 evidence, why it was "meritless" before closing out the grievance. The grievance committee  
26 never reviewed the calculation outlined in LOA #29 as Exhibit A.

27 On January 27, 2021 the Teamsters SFO/LAX Grievance Committee closed out  
28 my grievance UA-142 with the same statement "lack of sufficient merit" again they provided no  
reason or explanation why the grievance was closed. The formula Exhibit A in LOA #29 was  
never even reviewed for its content or accuracy. The Collective Bargaining Agreement belongs  
to the employees not the union. The Union has no right to keep the calculation Exhibit A from  
the membership, especially when it concerns the wages of over 7500 employees and their  
families. (Exhibit #6 UA-142 Closeout letter)



1 On February 4, 2021, LAX Teamsters Business Agent Mark DesAngles sent an  
2 email stating that my closed grievances were now open again. I asked my Chief Steward Greg  
3 Sullivan who in the Teamsters union decided to reopen my closed grievance and what part of the  
4 CBA did they use to do so. I asked Greg Sullivan who on the Company side agreed to reopen the  
5 closed grievance, Greg Sullivan refused to answer either question. (Exhibit #7 Ltr to IBT Greg  
6 Sullivan Closing and Opening grievances )

7 A second step hearing was held on March 4, 2021, the Union Committee did not  
8 present any information to support the grievance or enforce the contract. The union failed to  
9 provide or even request the Industry Reset calculation information in Exhibit A, even though  
10 there were huge disparities in the United Base Wage Rates when compared with both American  
11 and Delta Technicians based on the only publicly available information of Hourly wages and  
12 Profit Sharing.

13 I presented 12 exhibits in the grievance hearing the union provided nothing but  
14 the original grievances they had closed over a month earlier as meritless as evidence. The  
15 Company and the Union both refused to answer any questions related to the reopening of the  
16 grievances; What part of the CBA did they use? Who authorized it from the Company or the  
17 Union side? The Company provided 2 exhibits at the second step hearing the new wage scale  
18 and the language from LOA that described the cost model Exhibit A. The company's position  
19 was finished with this statement "there is nothing in the contract or LOA that says we have to  
20 show you the formula. " (Exhibit #8 Reset Hearing Questions on Procedural Issues)

21 On March 22, 2021, I emailed Chief Steward Greg Sullivan and instructed him to  
22 notify the company that I would move my grievance forward with or without Union support.  
23 (Exhibit #9 Ltr to Greg Sullivan Grievance status)

24 On March 23, 2021, Greg Sullivan emailed a Closeout letter on my grievance  
25 stating that it lacks sufficient merit to move forward. This was the same statement made when  
26 the Teamsters union closed out the grievance in January. Greg Sullivan stated the closeout of the  
27 grievance is final (this time). Greg Sullivan also wrote there is no process in the contract to move  
28 the grievance forward on your own. (Exhibit #10 Email Greg Sullivan about Closeout Letters)

29 In May of 2021 contacted the National Mediation Board (NMB) to get a copy of  
30 the Industry Reset formula negotiated in 2016. In 2018 the Teamsters union stated in several  
31 publications that the formula was held on a secure server at the National Mediation Board.  
32 According to Jim Gross from National Mediation Board (NMB) he stated, "*we never had the  
33 cost model on a server and never would*" "*we do not have a server like that, we do not use  
34 servers like that*" So why did the Teamsters union and its representatives present false  
35 information to the United Technicians 6 months prior to the first industry reset?

SECOND CLAIM

Violation of California Labor Code 226

The Company is in violation of California Labor code 226. The United Technicians Base Wage Rate set in the calculation in LOA #29 Exhibit A is not being provided to the employees by the Company. The hourly Base Wage is determined in Exhibit A and is based on a calculation that is part of the employees collective bargaining agreement.

The definition of wages in the California Labor code is as follows - "Wages" includes all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis, or other method of calculation.

The wage rate set by the United Technicians contract is determined by a calculation called Exhibit A in LOA #29, the employees at United Airlines have right to review that calculation.

California Labor Code 226

(a) An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee

The Non-Pay Elements outlined in the Industry Reset calculations are part of the calculation for the hourly wage rate and need to be shown to determine if the actual rate of United Technicians pay is in fact 2% above the Delta/American Industry Reset Average. Based on the refusal of both the Teamsters Union and United Airlines employees have no way to easily determine if their hourly wage is 2% above the Delta/American average.

1 California Labor Code 226 also states (2) (A) For the purposes of this  
2 paragraph, “promptly and easily determine” means a reasonable person would be able to  
3 readily ascertain the information without reference to other documents or information.

4 California Labor Code also defines Wages - 200. As used in this article: (a) “Wages”  
5 includes all amounts for labor performed by employees of every description, whether the  
6 amount is fixed or ascertained by the standard of time, task, piece, commission basis, or other  
7 method of calculation.

#### 8 Background and History of Industry Reset

9 November 2015 the Joint Collective Bargaining Agreement (JCBA) Tentative  
10 Agreement (TA) titled “Company proposal” contained the Industry Reset at that time it was  
11 called the AA Reset modeled after the 2012 American Airlines contract. This TA was voted  
12 down by the United membership by 93% because of the inclusion of the Teamsters imposed  
13 mandatory Teamcare Health care plan which was more expensive than the existing health care  
14 plan in the United Technicians contract.

15 August of 2016, the second JCBA Tentative Agreement is reached it is called an  
16 AIP or agreement in principle. The name of the AA Industry Reset LOA is changed to LOA #29  
17 the “Industry Reset”.

18 The Calculation was provided to the United membership prior to the vote,  
19 showing in detail the valuations of the United T/A and the Delta and American Airlines average  
20 in the following categories – Pay - All in Wages including \$1.20 VEBA and the following Non-  
21 Pay Elements. Time off \$1.56, Medical .11 cents, Retirement .47 cents, Profit Sharing minus  
22 \$(1.01) and Scope minus (.12) cents each of these Non-Pay categories in the calculation had a  
23 calculated hourly value. All these values were then added together equaled \$1.02 above AA/DL  
24 average, the Teamsters stated the value of the T/A was stated to be 5.8% above the Delta and  
25 American average as established through defined and agreed criteria.

26 October 2016 - In a video presented to the United membership Dan Akins the  
27 creator of the reset model stated the model will not change and is based on publicly available  
28 information. The Industry Reset will be reviewed in 2018, 2020 and 2022 and then be performed  
every year thereafter until a new CBA is ratified. Dan Akins stated that United Technicians 15%  
Profit Sharing was given back to pay for the industry reset language and replaced with the  
current 5% Profit Sharing.

1 December 2016 – The Joint Collective Bargaining Agreement (JCBA) is barely  
2 ratified, LOA #29 Industry Reset is in place based on statements made by Dan Akins and  
3 Teamsters officials and the value of the contract is 5.8% above the American / Delta average.

4 February 2018 the first year of the Industry Reset United Technicians saw their  
5 Profit-Sharing checks fall from 11.8% of their wages paid in 2017 to 3% of their wages paid in  
6 2018. Teamsters Airline Division Rep Vinnie Graziano wrote a letter to the membership over  
7 the loss of 15% Profit Sharing and stated United Technicians 15% profit sharing was traded for  
8 the Industry Reset and stated that we would get a raise based in part on Delta's Profit sharing,  
which was 10% in 2018 or \$4.90 an hour. Delta Profit Sharing was never shown in the 2018  
Industry Reset.

9 May 2018 SFO/LAX Teamsters Business Agent Report stated that all calculation  
10 information is publicly available. *"It should be noted here that all the factors used for the  
11 calculations are readily available through SEC filings and other public sources".* The monthly  
12 report from the Teamsters business agents further went on to write. *"When this language was being  
13 negotiated, the Company set out a huge list of factors that they wanted considered in this calculation,  
14 some of them very abstract. It was no small feat to get the factor list down to what we have now. And,  
although we will obviously use our actuaries when we are determining retirement related costs, the  
calculations will definitely be simpler as a result of those efforts."*

15 June 2018 Vinnie Graziano writes in the Mechanics Dispatch that the economic  
16 Model for the Industry Reset was agreed to shortly after ratification and is on the "server at the  
17 NMB" the economic model was completed and agreed upon shortly after the ratification of the  
18 Agreement. He wrote, the model is kept on a server at the NMB for security.

19 In the fall of 2018, the first Industry Reset was due to be out, by that time Delta  
20 Technicians pay had increased to \$50.67 they also received an additional 1% contribution to  
21 their 401k Defined Contribution and received 10% in Profit Sharing in 2018. This information is  
22 important and relative because when Dan Akins presented the Industry Reset in 2016, he stated  
23 at the 10-minute mark in the Teamsters T/A video that if Delta were to go above \$50 dollars an  
24 hour, we would have the mechanism in the reset to catch them. This was explained in the  
presentation created by Dan Akins that showed United Technicians receiving a specified raise if  
Delta moved to \$50 dollars an hour.

25 Despite Delta Technicians eclipsing \$50 dollars an hour and receiving an  
26 additional 1% in their 401k, 10% in their Profit Sharing and the United contract remaining the  
27 same, Dan Akins and Peter Hardcastle the Teamsters external actuary from Cheiron stated that  
28 United Technicians would not receive a raise.

1 Here is a quote from Peter Hardcastle the IBT pension actuary as the reason for  
2 no reset in 2018. *"I met with United's external actuary to discuss the methodology and*  
3 *assumptions behind the calculation of the cost of CARP. The methodology used by United's*  
4 *actuary considers the market value of the accruals and is consistent with U.S. accounting*  
5 *standards. The cost is based solely on the population of United mechanics and only relates to the*  
6 *cost of benefit accruals for the year. I am in agreement with the methodology used, and I know*  
7 *from experience that the results lie within the range of my expectations. The increase in United's*  
8 *service cost for CARP since 2016, as applied in the cost model, is consistent with my expectation*  
9 *given the increase in benefit population due to the inclusion of the larger and more senior UA*  
10 *Mechanics group, as well as a further drop in the discount rate since 2016."*

11 Dan Akins of Akins and Associates and Peter Hardcastle of Cheiron both hired by  
12 the Teamsters International Union, stated that the 2018 value of the United Technicians contract  
13 increased from 5.8% in 2016 to 7.7% in 2018 above the American and Delta average  
14 additionally, they claimed the Non-Pay elements increased from \$1.02 to \$3.67 cents per hour  
15 but did not provide any "publicly available information" that their wage and benefits calculation  
16 was based on. The Teamsters and United Airlines refused to provide United Technicians with a  
17 breakdown of the publicly available information used in the Cost Model described as Exhibit A  
18 of the LOA in the United Technicians contract for the 2018 Industry Reset Calculation.

19 December 2018 Vinnie Graziano wrote in the Mechanics Dispatch, *'To ensure*  
20 *that the numbers the company provided are correct, we have asked Mr. Akins and an outside*  
21 *actuary, Peter Hardcastle, to continue the review that had already begun under the LOA. These*  
22 *numbers need to be verifiable to both parties for the next measurement period with the hope*  
23 *being that American Airlines will reach a deal by that time. After this review is complete, a*  
24 *report will be shared with the membership in the same fashion as the 2016 dispatch that laid out*  
25 *the industry average.*

26 No detailed breakdown of the publicly available information was presented by the  
27 Teamsters union for the 2018 Industry Reset. The mechanics dispatch only listed the average  
28 hourly rate of AA/DL as \$49.31 and the Non-Pay elements total which increased by over 360%  
from \$1.02 in 2016 to \$3.67 in 2018, with no information to support this 360% increase.

There was no way to know if the increase in Delta wages and pension and 10%  
Delta Profit Sharing were included in the calculation. There is no way for a United Technician to  
verify that their hourly wage is in fact 2% above the AA/DL average.

1 DEMAND FOR RELIEF

2 I would like the court to decide that the Teamsters have breached their duty of fair  
3 representation because they have denied my grievance as meritless without providing any facts  
4 or reasons for doing so. They have failed to allow me to move my grievance forward on my own  
5 which is my right under the Railway Labor Act.

6 We request the court to order the Teamsters and United Airlines to release all  
7 information contained in Exhibit A for the 2020 Industry Reset calculation. The Collective  
8 Bargaining Agreement including Exhibit A in LOA #29. This information belongs to the  
9 employees who work in the Mechanics Class and Craft at United Airlines.

10 We request the court to order the release for independent membership review the  
11 2016 and 2018 Industry Reset Calculations that determined their hourly wage and all such  
12 calculations going forward.

13 We would like the court to determine if United Airlines is in violation of the  
14 Railway Labor Act by withholding wage calculation information that is in the Mechanics and  
15 Related Collective Bargaining Agreement and California Labor Code 226 by failing to provide  
16 to employees the calculation that determines their Base Hourly Wage Rate.

17 We would like the court to instruct United Airlines to provide affected United  
18 employees the value of each Non-Pay Element when compared to the average of their peers at  
19 Delta and American Airlines. The following hourly values will be determined annually in  
20 Exhibit A and should be added to the employee paycheck stubs so employees can easily  
21 determine their wages are 2% above the Delta/American average.

22 1. Time-off 2. Medical 3. Pension 4. Profit Sharing 5. Scope.

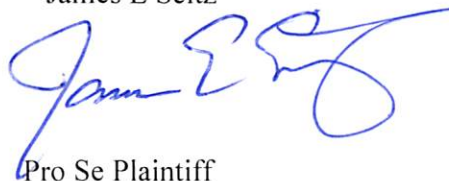
23 We request that all United Technicians and Related in the Mechanics Class and  
24 Craft to be made whole for any losses associated with the Industry Resets in 2020 and 2018.  
25  
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2 DEMAND FOR JURY TRIAL  
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4 Plaintiff demands a jury trial on all issues.  
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12 Respectfully submitted:  
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14 James E Seitz

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17 Pro Se Plaintiff  
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